

I.B.E.W. Local Union No. 175 (Duncan Electric Company) and William D. Nunley. Case 10-CB-4035

30 March 1984

DECISION AND ORDER

**BY CHAIRMAN DOTSON AND MEMBERS
ZIMMERMAN AND HUNTER**

On 11 October 1983 Administrative Law Judge Leonard N. Cohen issued the attached decision. The Respondent and the General Counsel each filed exceptions and supporting briefs.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,¹ and conclusions² and to adopt the recommended Order, as modified below.³

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, I.B.E.W. Local Union No. 175, Calhoun, Tennessee, its officers, agents, and representatives, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraphs 2(b) and (c) and reletter the subsequent paragraph.

"(b) Notify Duncan Electric Company in writing that it has no objection to Duncan's reemploying those individuals named in the Remedy.

"(c) Notify in writing those individuals named in the Remedy that it has no objection to their working for Duncan Electric Company or any other employer."

¹ The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings.

² In adopting the judge's conclusion that the Respondent coercively requested certain employees to quit their employment, we particularly rely on the credited testimony that the Respondent's steward told an employee that if he did not leave his job it would be hard for him to get sent out by the Respondent for another job. We infer that such a remark was communicated to the other 12 similarly situated employees. Indeed the evidence shows that several of them subsequently discussed among themselves and cited to the Employer the possibility of such retaliation as a reason for quitting their jobs.

³ To help assure that the Respondent's unlawful conduct is remedied, we will require the Respondent to notify the Employer, Duncan Electric Company, that the Respondent has no objection to Duncan's rehiring the individuals named in the remedy section. We also will require that the Respondent notify those individuals that it has no objection to their working for Duncan or any other employer.

2. Substitute the attached notice for that of the administrative law judge.

APPENDIX

**NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT request that traveler members of other IBEW Locals quit their jobs in order to make room for our Local members who are unemployed.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL make whole the following named travelers, with interest, for any loss of earnings they may have suffered by reason of our unlawful requests that they quit their jobs at Duncan Electric Company in order to make room for our unemployed Local members.

James C. Wells	William D. Nunley
Gary Voorhees	Robert Matthews
Raymond Spratlin	Lowell Lewallen
Wayne Smith	Ronald D. Crans
Carl Richesin Jr.	Herbert A. Hicks, Jr.
Robert Presswood	Ed Austin
Winston Black	

WE WILL notify Duncan Electric Company in writing that we have no objection to Duncan Electric's reemploying the travelers named above.

WE WILL notify the travelers named above in writing that we have no objection to their working for Duncan Electric or any other employer.

I.B.E.W. LOCAL UNION No. 175

DECISION

STATEMENT OF THE CASE

LEONARD N. COHEN, Administrative Law Judge. This case was tried before me on August 18, 1983,¹ in Chattanooga, Tennessee. Pursuant to a charge filed on March 3 by William D. Nunley, an individual, a complaint was issued on April 12 by the Regional Director for Region 10 of the National Labor Relations Board. The complaint alleges that IBEW, Local Union No. 175, herein referred to as Respondent, in violation of Section 8(b)(1)(A), coercively requested that 13 members of sister IBEW locals then working within its jurisdiction,

¹ Unless otherwise stated, all dates are in 1983.

and herein referred to by the commonly used term "travelers," quit their employment with Duncan Electric Company. Respondent denies the commission of any unfair labor practice and contends that it merely notified the travelers that local members were out of work and that the travelers voluntarily and solely as a matter of courtesy quit their employment so that local members could take their place.

All parties were afforded full opportunity to participate, to present relevant evidence, to examine and cross-examine witnesses, to argue orally, and to file written briefs. All counsel filed posthearing briefs which have been carefully considered. From the entire record in this case² and from my observation of the demeanor of witnesses, I make the following

FINDINGS OF FACT

I. JURISDICTION

Duncan Electric Company, herein called Duncan, is and has been at all times material herein a Tennessee corporation with a jobsite located at Calhoun, Tennessee, where it is engaged in the electrical construction industry as a general contractor. During the past calendar year, Duncan purchased and received at its Calhoun, Tennessee facility goods, products, and materials valued in excess of \$50,000 directly from suppliers located outside the State of Tennessee. Respondent admits, and I find and conclude, that Duncan is and has been at all times material herein an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. LABOR ORGANIZATION

Respondent admits, and I find and conclude, that it is and has been at all times material herein a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

For many years, Duncan, by virtue of its membership in East Tennessee Chapter, National Electrical Contractors Association, Chattanooga Division, herein called N.E.C.A., has been a party to a series of collective-bargaining agreements with Respondent. The agreement in effect during the period involved herein provides that "The Union shall be the sole and exclusive source of referral of applicants for employment."

In late December 1982, Richard Eugene Miller, Duncan's vice president, had a conversation with Glen Moses, Respondent's job steward at Duncan's Bowater location. Miller informed Moses that in early January, Duncan would be forced to layoff about half of its approximately 70 journeymen electricians then working at the Bowater location. Of those to be laid off, most were members of Respondent, with an unidentified but smaller

² On September 23 the General Counsel filed a motion to correct the record with regard to certain nonsubstantive transcription errors. With the exceptions of the proposed changes at p. 36, l. 12, and p. 98, this unopposed motion is hereby granted and made part hereof. On September 27 Respondent filed a motion to correct the record by adding the name of a law firm which a witness uttered but which was inadvertently omitted. This unopposed motion is likewise granted and made a part hereof.

number being travelers, or members of sister IBEW locals working within its jurisdiction.

On the evening of January 3, these layoffs were announced. Of the approximately 34 electricians surviving this layoff, 13 were travelers with seniority at Duncan ranging from 15 years to 3 months.³

On that same evening, two tires on a car driven by 1 of the 13 retained travelers, Lowell Lewallen, were slashed. Although his car was parked next to a pickup truck used by two local members who were laid off that evening, no evidence linking them or anyone else to this destructive act was uncovered. Lewallen complained to both Miller and his fellow travelers about this incident.

In the days immediately surrounding the January 3 layoff, job steward Moses had one or more conversations with most, if not all, of the remaining travelers regarding their continued employment with Duncan.⁴

Traveler Carl Richesin testified that on or about January 3 Moses told him that he thought Respondent was going to ask him to "drag up" or leave the job. When Richesin responded by asking Moses if Moses was asking him to leave, Moses replied that he was not but that Respondent's business manager, Billy Lowery, would be getting in touch with the business manager of Richesin's home Local and that that individual would make the request.

Traveler Robert Presswood testified that during the first week or so of January he had several conversations with his close friend Moses about leaving. On the first of these conversations, Moses told him that there were approximately 75 local members on the bench⁵ "and that his business manager was getting a lot of slack [sic]" because travelers were still on the job working. Moses then told Presswood that Respondent's business manager would be getting in touch with the business manager of Presswood's home Local about asking him to leave the job. Presswood indicated that he would not leave unless and until a business agent of Respondent came on the

³ Most of the 13 had initial dates of hire with Duncan in the period 1973-1977.

⁴ Although it is not alleged that Moses himself committed any violations of Sec. 8(b)(1)(A) during the course of these discussions, the General Counsel contends that Moses' statements to the travelers which explain and amplify later actions by Assistant Business Managers Foster and Dunning are attributable to Respondent. Respondent, while conceding that Moses was its agent when performing those tasks defined in the contract, argues on brief that nothing Moses said or did in relation to these matters was within the scope of his official duties, and, therefore, anything he said or did was not attributable to it. Respondent's argument is without merit.

According to both Respondent's bylaws, as well as the applicable collective-bargaining agreement, the job steward, who is appointed by the business manager, is responsible for enforcing the terms and conditions of the collective-bargaining agreement and is required to report to the Union any violation. Further, by specifying that the steward be allowed sufficient time during the regular working hours without any loss in pay to observe that the agreement is being complied with, the collective-bargaining agreement implies that the steward has the authority on behalf of Respondent to process grievances. Based on these provisions, as well as the record evidence that Moses operated as Respondent's onsite contact for officials of Duncan on all matters including, inter alia, selection of employees for layoff, it is clear that under the ordinary law of agency, responsibility for Moses' actions attaches to Respondent. *Boilermakers Local 5 (Regor Construction)*, 249 NLRB 840, 848 (1980).

⁵ A term meaning unemployed.

jobsite and told him so. Moses said that Presswood should not do anything until he got back to him.

A few days later Moses again told Presswood that his business manager was getting a lot of "slack" about travelers working while so many members were on the bench. Moses added that someone would be up to talk to Presswood. In either one of these conversations or in an entirely different conversation during the same time frame. Moses mentioned to Presswood that if he did not leave, it would be hard for him to get sent out by Respondent for another job.

Finally, traveler Nunley, in the briefest of testimony, stated that he apparently had only one conversation with Moses and that that conversation included travelers Presswood and Hicks. According to Nunley, when the subject of the travelers' leaving their jobs in order to make room for out of work Local members was brought up by Moses, he, Nunley, told Moses that if Respondent wanted him to leave, someone from the Union should come up to the job and tell him.

Moses, for his part, readily concedes talking to many, if not all, of the 13 travelers during the first portion of January. Moses testified that he basically told them the same thing, i.e., that there were approximately 70 local men on the bench but that he could not and would not tell them to quit.

Moses specifically recalled having a conversation during this time with a group of employees, including Presswood and Nunley. Accordingly to his account, after he told them about the number of local members on the bench, the travelers asked him what they should do. When Moses responded by stating that he could not tell them what to do, the men in turn asked him to contact Respondent Business Manager Lowery and let them speak to him.

Subsequent to this group conversation, Moses contacted Lowery and told him that the travelers had asked him what to do and he had told them he did not have authority to tell anybody what to do. Lowery informed Moses that he was in negotiations but that he would send someone up there in a day or two.

Moses denied telling any travelers that they would not be referred out by Respondent if they did not "drag up" or quit to make room for unemployed local members. Moses was not specifically questioned regarding those portions of Richesin's and Presswood's testimony in which he allegedly told each that Lowery would be contacting their own business managers to ask them to leave.⁶

On the morning of January 10, Assistant Business Managers Robert Foster and Charles Dunning were sent out by Lowery to visit the Bowater jobsite and speak to the travelers. They arrived about 10 a.m. and during the approximate hour that they stayed on the site one or the other spoke with all 13 travelers. Within a hour or two of their departing the jobsite all 13 travelers quit their employment with Duncan.

⁶ For reasons set forth infra, I credit the accounts of the travelers Nunley, Presswood, and Richesin when in conflict with Moses' testimony.

Two somewhat different versions of what Foster and Dunning said to the travelers was presented, one by the six travelers who testified at hearing, and one by the testimony of Foster and Dunning, as corroborated in part by Moses. I deal first with the travelers' versions.

Nunley testified that Foster approached him and stated they had 70 members on the bench and that while he could not ask him to leave the job, anything Nunley could do "would be appreciated." Nunley replied that he was in a tight spot and asked how soon he should go. Foster replied as soon as possible.

Lewallen and Raymond Spratlin, a witness called by Respondent, each testified that they had a nearly identical conversation with Foster.⁷ Presswood, Richesin, and Winston Black, another witness called by Respondent, each testified to having a similar conversation with Dunning.

Travelers Gary Voorhees, yet another witness called by Respondent, testified that on the morning of January 10, Moses approached him and after first telling him that there were 70 local men on the bench, indicated that an assistant business manager was on the site and would be talking to him shortly. A few moments later, Foster approached him and repeated to him the fact that the Local had 70 men on the bench. At this point Voorhees immediately stated that he would get his tools and be down to sign the Union's out-of-work list the following morning. Foster replied simply, "Okay."

Foster and Dunning each testified that they were instructed by Lowery to go to the Bowater jobsite and merely answer any questions the travelers may have concerning the status of Respondent's membership. Consistent with these instructions, between them they talked to each traveler on the morning of January 10. Both Foster and Dunning testified that they told each traveler essentially the same thing. The unwritten script each followed consisted of simply telling the traveler that they had been requested to come to the jobsite to inform them of the situation at the Local and to answer any of their questions. Each then pointed out that while there were approximately 70 local men on the bench, they were not asking that the men quit or drag up. Each then noted their appreciation for the time the travelers took to speak with them. Both Foster and Dunning denied ever telling any of the travelers that they appreciated anything the traveler could do to help or that the sooner the traveler left the jobsite, the better.

Prior to the travelers leaving the Bowater jobsite about noon on January 10, a group of them met with Miller. In responding to Miller's protest that they should not quit or drag up, Presswood and perhaps others replied that if they did not go and they ever got laid off, they would never get referred out again by Respondent.

⁷ In Spratlin's version, he commented to Foster that Foster was placing him between "a rock and a hard place" since he had just returned from 5 weeks' sick leave. Other than explaining the circumstances of Spratlin's sick leave to Dunning who was standing nearby, Foster made no reply.

Conclusions

While it seems to me quite likely that it makes no real difference whose version is credited regarding what the travelers were told by Moses, Foster, and Dunning, I will, to avoid any possible confusion, resolve all credibility issues. In reviewing the entire record, including the demeanor of the various witnesses, I am persuaded that despite some impreciseness as to detail in certain of the travelers' accounts of their conversations with Moses, each testified in a straightforward, honest, and convincing fashion. Moreover, the testimony of these various witnesses, whether called by the General Counsel or Respondent, was mutually consistent and inherently probable. I especially found Presswood to be a credible witness, and I, therefore, credit his account of Moses' prediction regarding the lack of future referrals by Respondent for those travelers failing to honor the Union's non-written courtesy rule.

I do not credit the testimony of Respondent's witnesses that Foster and Dunning were dispatched to the jobsite solely to answer any questions that the travelers may have had about the situation at the local hall. The credible evidence clearly establishes that the travelers knew what the unemployment situation was prior to January 10 both directly from Moses, as well as from their own observations that local members were laid off from their own jobsite on January 3. By January 10 it was clear to all that despite the travelers' admitted awareness of both the Union's courtesy rule and the employment situation at the Local, none of the travelers had any intention of honoring such a rule in the absence of intervention by Respondent's officials.

Foster and Dunning's ultimate goal in coming to the jobsite on January 10 was clear—get the 13 travelers to quit their employment in order to make room for a few of the unemployed local members. To achieve this end, Foster and Dunning informed each traveler that there were approximately 70 local members on the bench. To insure that the purpose in citing this fact was not lost on the travelers, Foster and Dunning then added that anything the travelers could do to help the situation "would be appreciated." Not surprisingly, the point of these remarks was not in fact lost on the travelers. Several responded at that very moment by asking how soon they were to leave. Each was in essence told the same thing, the sooner the better. The remaining travelers, although not saying whether they would comply with the request, nonetheless, left Duncan's employment within several hours. Foster's and Dunning's remarks to these travelers, especially when viewed within the circumstances of Moses' prior conversations to each, are only open to one reasonable interpretation, i.e., a request to the travelers that they quit their employment immediately.

All counsel recognize that the lead case in this area is *Sachs Electric Co.*, 248 NLRB 669 (1980), *enfd.* in relevant part as *NLRB v. Electrical Workers IBEW Local 453*, 668 F.2d 991 (8th Cir. 1982). The General Counsel and the Charging Party each contend that the Board's holding there is controlling in the instant case. Respondent, on the other hand, argues that the situation here is factually distinguishable from that present in *Sachs*, and, therefore, absent evidence of acts of coercion, Respond-

ent should not be held accountable for the travelers' voluntary decision to quit their employment in keeping with a union tradition.

In *Sachs*, *supra*, the Board found (248 NLRB at 67):

The record shows that, in late November 1977, approximately 32 of the electricians employed by Respondent Sachs at its Ft. Leonard Wood jobsite were travelers. On November 29, according to credited testimony, Union Steward Danner told a traveler that he (Danner) had been told by Union Business Manager Hensley that a number of Respondent Union's members were out of work and that Danner should look for "volunteers" among the travelers to relinquish their jobs to the local members. Later that afternoon, Hensley and Danner approached two other travelers and again stated that, since Respondent Union's members were "on the bench," Respondent Union wanted travelers to quit. The next day, Rodman spoke to Danner regarding Respondent Union's request. In response to Rodman's expression of reluctance to leave his job, Danner stated: "If I was in someone else's jurisdiction and I was asked to leave I certainly would do so." Within several days after the foregoing incidents, all 32 travelers either had been laid off by Respondent Sachs or had quit.

Here, the coercive nature of Danner's and Hensley's requests that travelers quit is manifest. We have found previously that IBEW locals commonly "request" travelers to quit so that unemployed local members can take their places. *R. Dron Electrical Co.*, *supra* at 414. These "requests" occasionally have been enforced by threats of violence and even actual violence. *Id.* Additionally, travelers asked to quit under circumstances such as those present in the instant case undoubtedly are aware that the "requests" come from union officials who, by virtue of their responsibilities in administering the hiring hall, control, and will continue to control, the travelers' livelihoods within the hiring hall's jurisdiction. Thus, it should not come as a surprise if these "requests" are construed by traveler employees as more than mere solicitations for "volunteers." In this connection, it is noteworthy in the instant case that, of the 32 travelers employed at the Sachs Ft. Leonard Wood project in late November 1977, none remained in early December. In short, it strains credulity, and indeed it contradicts record testimony, to suggest, as does the Administrative Law Judge, that all the travelers who quit their jobs on the Sachs project did so voluntarily as a "courtesy" to their Local 453 brethren. Accordingly, contrary to the Administrative Law Judge, we find that, in late November and early December 1977, Respondent Union coerced travelers into quitting their jobs, and that this conduct violated Section 8(b)(1)(A) of the Act.

Specifically, Respondent contends that the Board and the court therein found six acts of coercion, none of

which is present here. These six acts, according to Respondent are: (1) the travelers voiced opposition to the request to quit their work, (2) the Board relied on credited testimony that several requests had to be made to the travelers, (3) the steward told one reluctant traveler "if I were in someone else's jurisdiction and I was asked to leave, I certainly would do so," (4) within a few days after the requests were made, all travelers quit and that the lag between the time of the requests and the quits implied that "something else" went on in between, (5) the travelers were aware that the union controlled their jobs in the jurisdiction, and (6) the travelers were also aware that in *that* jurisdiction, similar requests had been accompanied by threats of violence or actual violence.

Rather than being factually distinguishable from *Sachs* as Respondent argues, I find that most of the six acts of coercion there are present here as well. Thus, as to point (1) the record establishes that several travelers voiced to Moses their opposition to the suggestion that they quit their work. This opposition was the reason for Foster and Dunning's visit to the jobsite in the first place. Moreover, at least two travelers voiced some concern directly to Foster and Dunning themselves on January 10. These concerns were unheeded. As to point (2) the record discloses that between January 5 and 9, Moses spoke to every traveler then working at the jobsite and told each of the unemployment situation at the Local. On January 10 Foster and Dunning were forced to speak again to each traveler, and on this occasion make an actual request that they quit. As to point (4), Respondent misunderstands the Board's reference in the *Sachs* case to the significance of the timing of the travelers' leaving, vis-a-vis, the timing of the requests. There, the Board noted the timing solely to imply a direct causal link between the two and not to imply as Respondent argues that any other intervening act took place. Here the fact that the travelers left immediately following the making of the requests is even stronger evidence of a causal relationship than was present in *Sachs*. As to point (5) the travelers here were aware that Respondent by virtue of its hiring hall controlled the jobs within its jurisdiction. In fact, several travelers cited this very factor to Miller as the reason they were leaving. And finally, as to point (6) Respondent misreads the language of the Board's holding in *Sachs*. The Board, in concluding that requests to travelers to quit occasionally had been enforced by threats of violence or by acts of violence, was not referring to acts of violence in *that* jurisdiction, but was instead specifically referring to instances that occurred in other cases as reported in *Electrical Workers IBEW Local 309 (R. Dron Electrical Co.)*, 212 NLRB 409, 414 (1974). Additionally, here we have the incident of the tires being slashed on January 3 and the fact that each traveler was aware of this.

The only act of coercion noted by the Board in *Sachs* and not present here is the steward's comment referred to in point (3) above. The absence of this type of somewhat ambiguous and relatively innocuous remark from the record before me is clearly not sufficient to distinguish this case from the *Sachs* case.

Accordingly, I find that the Board's holding in the *Sachs* case is dispositive of the issues before me and,

therefore, I find and conclude that Respondent coerced travelers into quitting their jobs with Duncan on January 10 and that this conduct violated Section 8(b)(1)(A) of the Act.

THE REMEDY

Having found that Respondent violated Section 8(b)(1)(A) of the Act, I shall recommend that it be required to cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act, including the posting of a notice attached hereto as "Appendix." Further, I recommend that Respondent be ordered to make whole the following named travelers who coercively quit their employment at Duncan for any loss in earnings they may have suffered because of their compliance with those unlawful requests: James C. Wells, Gary Voorhees,⁸ Raymond Spratlin, Wayne Smith, Carl Richesin Jr., Robert Presswood, William D. Nunley, Robert Matthews, Lowell Lewallen, Ronald D. Crans, Herbert A. Hicks Jr., Ed Austin, and Winston Black.

Backpay shall be computed on a quarterly basis plus interest as prescribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), and *Florida Steel Corp.*, 231 NLRB 651 (1977). See generally *Isis Plumbing Co.*, 138 NLRB 716 (1962).

CONCLUSIONS OF LAW

1. Duncan Electric Company is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Respondent is a labor organization within the meaning of Section 2(5) of the Act.

3. By its efforts to cause travelers to quit their jobs in order to provide jobs for Local 175 members, Respondent has engaged in, and is engaging in, unfair labor practices within the meaning of Section 8(b)(1)(A) of the Act.

4. The aforesaid unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2(6) and (7) of the Act.

On the foregoing findings of fact and conclusions of law and on the entire record, I issue the following recommended⁹

ORDER

The Respondent, I.B.E.W., Local Union No. 175, Calhoun, Tennessee, its officers, agents, and representatives shall

⁸ I have included Voorhees with the other notwithstanding his testimony that he believes in the Union's jurisdictional courtesy role regarding travelers quitting to make room for unemployed Local members. Voorhees was aware at least as of January 3 that a significant number of Local men were on layoff. Yet, he did not choose to perform "his duty" until he was requested to do so on January 10. Absent Foster and Dunning's visit to the jobsite it appears quite likely that Voorhees would have continued working for an unidentified time beyond January 10.

⁹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

1. Cease and desist from

(a) Requesting persons referred out of its hiring hall to quit their jobs because they are not members of it.

(b) In any like or related manner restraining or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act.

(a) Make whole those travelers referred to in "The Remedy" section for loss of any earnings they may have suffered because of Respondent's unlawful request that they quit their jobs at Duncan Electric Company. Back-pay to be determined in the manner set forth in "The Remedy."

(b) Post at its business offices, hiring halls, and meeting places copies of the attached notice marked "Appen-

dix."¹⁰ Copies of said notice on forms provided by the Regional Director for Region 10 after being duly signed by Respondent's authorized representative shall be posted by Respondent immediately upon receipt and be maintained for 60 consecutive days in conspicuous places including all places where notices to members are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(c) Notify the Regional Director for Region 10 in writing within 20 days of the date of this Order what steps Respondent has taken to comply.

¹⁰ If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."